EXHIBIT 2

VISCONTI AND BOREN LTD
COUNSELORS-AT-LAW

• Gerard R. Visconti
Richard A. Boren
Dante J. Giammarco
• David M. Campbell
• Jessica L. Papazian-Ross
• Lillian M. Lloyd
• Amy E. Stratton
• David L. Fine

Of Counsel
• Gregory F. Cimino, II

• also admitted in MA
• also admitted in MA and NY
• also admitted in CT and DC

February 14, 2008

Stuart E. Benson, Esq.
Manelli Denison & Selter PLLC
2000 M Street, N.W., Suite 700
Washington, DC 20036

RE: CONSORZIO DEL PROSCIUTTO DI SAN DANIELE
v.
DANIELE, INC.
C.A. No.: 07-039ML

Dear Stuart:

Enclosed are defendant's responses to interrogatories with the exception of interrogatory numbers 10, 11, 13, 16 and 22, which I will not further respond to until the court rules on the motion to stay.

Very truly yours,

Jessica L. Papazian-Ross

JLPR:jfr

Enclosure

55 Dorrance Street Providence Rhode Island 02903-2219
TEL 401 331-3800 FAX 401 421-9302 E-MAIL general@viscontilaw.com WEBSITE www.viscontilaw.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

CONSORZIO DEL PROSCIUTTO DI SAN DANIELE	:	
v.	:	**C.A. No. 07-039ML**
DANIELE, INC.	:	

DEFENDANT, DANIELE, INC.'S, ANSWERS TO PLAINTIFF'S INTERROGATORIES

Defendant objects to the plaintiff's interrogatories and states that the interrogatories will be responded to in accordance with Rule 26 and 33 of the Federal Rules of Civil Procedure.

INTERROGATORY NO. 1

Identify each person who answered or contributed to the answer to each interrogatory.

ANSWER NO. 1

Stefano Dukcevich, Richard St. Pierre, my attorneys at Visconti & Boren Ltd., and I. Stephen Samuels, Esq.

INTERROGATORY NO. 2

Identify all persons whom Defendant believes to have personal knowledge of facts material to this case and for each such person, please describe fully the specific facts within the person's knowledge.

ANSWER NO. 2

Stefano Dukcevich and Vlado Dukcevich have knowledge regarding the 2003 lawsuit and 2005 Settlement Agreement have knowledge regarding members of the Consorzio that sell prosciutto in the United States, and have knowledge regarding sales, production, purchasing, finances, day-to-day operations and all aspects of the operations at Daniele, Inc. The following individuals have knowledge as indicated:

1. Elliot Krug was the Controller at the time of the Settlement Agreement in March of 2005 and at the time he had knowledge regarding the labels and packaging that was ordered to comply with the agreement. Elliot Krug left the company on or about June of 2006.

2. Marco Giacobbe, who is the General Manager, has knowledge of the terms of the Settlement Agreement that was entered into in March of 2005.

3. Richard St. Pierre, who is the Chief Financial Officer, has knowledge of the terms of the Settlement Agreement.

4. Laura Winslow, from Daniele, Inc., and Paul Beaulieu of Media Concepts Corporation have knowledge regarding the creation of the labels, the designs and art work that went into changing the labels and packaging bags to comply with the terms of the Settlement Agreement.

5. Davide Dukcevich, who is the Sales Manager, has knowledge of the changes that were made to the website to comply with the terms of the agreement.

6. Joe Markey from Daniele, Inc., who is the Purchasing Manager, has knowledge regarding the orders for labels, the proofs for design changes to the labels and packaging bags.

The following companies have knowledge regarding the costs for the services rendered and requests by Daniele, Inc. for labels, packaging bags and printing:

1. Michael C. Verdirame, Graphic Designer, 74 Eighty-first Street, Brooklyn, New York 11209 (Graphic Designer for the website);
2. Printpack, Inc., 4335 Wendell Drive S.W., Atlanta, GA 30336, has knowledge regarding the films that were printed for labels;
3. Media Concepts Corporation, P.O. Box 559, Assonet, MA 02702, created and designed the labels and packaging bags;
4. G.S., Inc., 885 South Main Street, Pascoag, RI 02859, printed labels for Daniele, Inc.;
5. SpectraGraphics, Inc., 14701 W. 106th Street, Lenexa, KS 66215, printed labels for Daniele, Inc.;
6. Packall Packaging, Inc., 2 Shaftsbury Lane, Brampton, Ontario, CA, prepares packaging bags for Daniele, Inc.

My attorneys at Visconti & Boren Ltd. and I. Stephen Samuels also have knowledge regarding the 2003 and 2005 lawsuit. Mr. Samuels has facts regarding the five (5) trademark names and the status of these applications for registration.

INTERROGATORY NO. 3

Identify all officers and directors of Defendant.

ANSWER NO. 3

Stefano Dukcevich is the President of the company. Vlado Dukcevich is the C.E.O and Treasurer. Richard St. Pierre is the Chief Financial Officer. Marco Giacobbe is the General Manager. Laura Winslow is the Marketing Manager. Davide Dukcevich is the Sales Manager. Joe Markey is the Purchasing Manager.

INTERROGATORY NO. 4

Identify the person who decided on behalf of Defendant, and all persons who assisted or participated in Defendant's decision, to adopt as a trademark each of the following: GRAN PREMIO, PRESIDENT'S RESERVE 400, PRESIDENT'S, DELI-CUT-O, and RISERVA.

ANSWER NO. 4

Vlado Dukcevich and Stefano Dukcevich.

INTERROGATORY NO. 5

Identify all persons who have advised Defendant on the use or registration of any trademark or other designation on prosciutto or other meat products since January 1, 2003 and, for each such person, describe the advice provided and identify all documents in which the advice is contained, descried or discussed.

ANSWER NO. 5

Defendant objects to Interrogatory No. 5 on the grounds it seeks information that is protected by the attorney-client privilege pertaining to advice given by defendant's counsel to defendant relative to the use and registration of trademarks on prosciutto. Defendant further objects on the grounds that it is burdensome to identify each document which may contain advice of counsel as the information is privileged and cannot be disclosed. Defendant will identify the attorneys who assisted the defendant in providing legal advice relative to the adoption and registration of trademarks for its line of prosciutto. The attorneys were I. Stephen Samuels, Esq., Samuels & Hiebert, LLC, Two International Place, 23rd Floor, Boston, MA 02110, Michael J. Bevilacqua, Esq., Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, MA 02109 and Girard R. Visconti, Esq., 55 Dorrance Street, Providence, Rhode Island 02903.

INTERROGATORY NO. 6

Identify all facts and documents that you contend show that any of the following is a trademark or would be recognized by purchasers as a trademark: GRAN PREMIO, PRESIDENT'S RESERVE 400, PRESIDENT'S, DELI-CUT-O, and RISERVA.

ANSWER NO. 6

Defendant objects to providing plaintiff with its legal research and case law as this is protected by the work product doctrine. Without waiving said objection, see the applications submitted to the United States Trademark Office which have already been provided as an exhibit to the dispositive motion that was filed. The United States Trademark Office has not rejected any of the applications as being applications for names that do not function as trademarks. For a complete status of the trademark applications, see the website: http://tarr.uspto.gov/. The application numbers are as follows:

DELI-CUT-O, 77163430

GRAN PREMIO, 77163396

PRESIDENT'S, 77163346

PRESIDENT'S RESERVE 400, 77163366

RISERVA, 77163450

Deli-Cut-O was issued a trademark registration on January 22, 2008. Reg. No. 3,371,881.

INTERROGATORY NO. 7

Identify all facts and documents that you contend support your interpretation of paragraph 5 of the Settlement Agreement of March 2005.

ANSWER NO. 7

Defendant objects to providing facts obtained from defendant's counsel as the information was exchanged between counsel with no third parties present and was sought for the purpose of seeking legal advice, and as such the information is privileged. Defendant further objects to providing information obtained from legal research as the information is work product. Without waiving said objection, the five names chosen are not descriptive or generic and are valid trademarks. To date, the Trademark Office has determined that all the five terms qualify as trademarks. The names were not rejected by the United States Trademark Office as being generic or merely descriptive. The factual determinations made by the trademark examiner are entitled to deference. The current status of the trademark applications to date can be found on the website identified in answer to interrogatory number 6.

INTERROGATORY NO. 8

Identify all documents concerning the use or proposed use of any of the following as designations for prosciutto produced by Defendant, whether or not as trademarks: GRAN PREMIO, PRESIDENT'S RESERVE 400, PRESIDENT'S, DELI-CUT-O, and RISERVA.

ANSWER NO. 8

Defendant objects to Interrogatory No. 8 to the extent it encompasses communications between defendant's counsel and defendant relative to the five trademarks and legal advice given relative to the five trademarks. Defendant also objects to providing confidential, proprietary and trade secret information. Without waiving said objection, non-privileged documents would be the 2004 brochure of which plaintiff already has a copy; the 2007 brochure being produced in response to plaintiff's request for production, and the website which can be accessed at www.danielefoods.com. Representative samples of the labels have already been provided to plaintiff. See also, defendant's response to plaintiff's request for production.

INTERROGATORY NO. 9

Identify any and all persons who participated in, or assisted Defendant in, the negotiation of the Settlement Agreement of August 2003 or the Settlement Agreement of March 2005 between Plaintiff and Defendant.

ANSWER NO. 9

When Vlado Dukcevich arrived in Italy for vacation, he was presented with the August, 2003 Settlement Agreement that was drafted by the Consorzio's attorneys. Vlado Dukcevich did not have the assistance of counsel when the agreement was signed. The March 25, 2005 Settlement Agreement was negotiated between the Consorzio's legal counsel and defendant's legal counsel of Girard R. Visconti, Esq. and I. Stephen Samuels, Esq. The principals from Daniele, Inc. who reviewed the terms of the 2005 Settlement Agreement were Stefano Dukcevich and Vlado Dukcevich.

INTERROGATORY NO. 12

Identify and fully describe all the ways in which Defendant claims that it has used or promoted each of the following trademarks, and identify all facts and documents that Defendant contends support such usage or promotion: GRAN PREMIO, PRESIDENT'S RESERVE 400, PRESIDENT'S, DELI-CUT-O, and RISERVA.

ANSWER NO. 12

See the Daniele, Inc. website at www.danielefoods.com; see the 2004 brochure that was already provided to the Consorzio; see the selling brochure for Sysco Northeast, which is provided in response to the Consorzio's request for production number 1 and see the 2007 brochure provided in response to request for production numbers 1 and 15 which is incorporated herein by reference.

INTERROGATORY NO. 14

For each label used by Defendant since March 31, 2005 for the sale of prosciutto or prosciutto products, identify each person who has designed, produced or printed the label, including any firm retained by Defendant for such purpose.

ANSWER NO. 14

See the individuals and/or entities referred to in response to interrogatory number 2 who designed, printed and produced the labels and packaging bags which is incorporated herein by reference.

INTERROGATORY NO. 15

Identify all persons whom Defendant intends to call as witnesses in this proceeding, and in each case indicate whether the person is a fact witness or expert witness.

ANSWER NO. 15

We expect to call Vlado Dukcevich and Stefano Dukcevich as witnesses at trial but no firm decision has been made at this juncture as to who will be witnesses at trial. Defendant will supplement this response once a decision has been made.

INTERROGATORY NO. 17

Identify all persons who have given you, your attorney or any person, firm or corporation acting in your behalf, statements, voice recordings, reports or memoranda in any way concerning the claims and defenses alleged in the Complaint and Answer, the date of each such statement, voice recordings, reports or memoranda and identify the person who now has possession of same.

ANSWER NO. 17

No written statements from any third party other than e-mails and letters exchanged between Daniele and its counsel, counsel and Daniele and e-mails and letters exchanged between counsel which is privileged under the attorney-client privilege and work product privilege. No statements have been obtained from third parties.

INTERROGATORY NO. 18

State the date on which Defendant decided to use each of the following as a trademark for prosciutto, and identify all facts and documents that support this claim: GRAN PREMIO, PRESIDENT'S RESERVE 400, PRESIDENT'S, DELI-CUT-O, and RISERVA.

ANSWER NO. 18

The first use for Gran Premio was in 1990; the first use for President's Reserve 400 was November, 1990; the first use for President's was May 25, 2005; the first use for Deli-Cut-O was July 29, 1988, and the first use for Riserva was October of 2006.

INTERROGATORY NO. 19

Identify all persons who assisted or with whom Defendant consulted concerning the design or content of Defendant's current product brochure.

ANSWER NO. 19

Paul Beaulieu of Media Concepts Corporation and Attorney I. Stephen Samuels.

INTERROGATORY NO. 20

Identify all persons who have been responsible for Defendant's compliance with the Settlement Agreement of March 2005 between Plaintiff and Defendant, and describe the responsibilities of each in this regard.

ANSWER NO. 20

Defendant objects to Interrogatory No. 20 to the extent it seeks any information exchanged between Daniele and its attorneys relative to interpretation of the Settlement Agreement, counsel's assertion of the duties and responsibilities under the Settlement Agreement as such information is privileged and protected by the attorney-client privilege. Without waiving said objection, the individuals from Daniele who were responsible for compliance with the Settlement Agreement dated March of 2005 are as follows: The design for the labels and websites was Paul Beaulieu from Media Concepts Corporation, and Laura Winslow, Marketing Manager, reviewed the materials along with Stefano Dukcevich, who approved of the changes in conjunction with consultation with Daniele, Inc.'s attorney, I. Stephen Samuels. The orders for the design changes were made by Joe Markey and the labels and prosciutto bags were printed by G.S. Inc. and Packall Packaging, Inc. Labels were also printed by SpectraGraphics and Printpack, Inc. Michael C. Verdirame was also a graphic designer for the website. It is unknown if website changes made by Michael C. Verdirame pertained to the Settlement Agreement. The website changes were reviewed by Davide Dukcevich.

INTERROGATORY NO. 21

Identify and describe all steps Defendant has taken to implement and comply with the Settlement Agreement of March 2005 between Plaintiff and Defendant, and all documents relating to such steps, including but not limited to internal communications such as orders or instructions relating to compliance with the Settlement Agreement.

ANSWER NO. 21

The Daniele trademark was replaced with five (5) trademarks for prosciutto as already identified. The Daniele trademark application was amended to delete "prosciutto" from its identification of goods, and five (5) trademarks were adopted for the sale of prosciutto as already identified. For the sale of prosciutto, Daniele International, Inc., was changed to the fictitious name of Daniele, Inc. Daniele, Inc. has changed its brochure to comply with the name, lettering requirements and size as set forth in paragraph 6 of the Settlement Agreement. Daniele, Inc. changed its labels for prosciutto and the packaging bags for prosciutto to comply with the terms of the Settlement Agreement, specifically, paragraphs 2, 5, 6, 7, and 10. Daniele, Inc. changed its brochure and website to comply with sections 8 and 9 of the agreement. Daniele, Inc. has complied with each and every paragraph of the Settlement Agreement. For specific dates on what was done, please see the documents produced in response to plaintiff's request for production, numbers 16, 17, 19 and 42, which are incorporated herein by reference.

INTERROGATORY NO. 23

Identify all changes to Defendant's Web site since January 1, 2003, with the date each change was made to the Web site.

ANSWER NO. 23

Davide Dukcevich was involved in changing the website, but the exact date for each change made to comply with the 2005 Settlement Agreement is not known. The changes were made to comply with paragraphs 2, 5, 6, 7, and 8 of the 2005 Settlement Agreement. See, the documents produced in response to request for production number 42 which is incorporated herein by reference.

DANIELE, INC.
By: ____________
Title: CHIEF EXECUTIVE OFFICER

STATE OF Rhode Island
COUNTY OF Providence

Subscribed and sworn to before me on this 13 day of February, 2008.

____
NOTARY PUBLIC
Susan L. Rich
Notary Printed Name
My Commission Expires: 9/18/2010
AS TO OBJECTIONS ONLY:

Daniele, Inc.
By its Attorneys,

____
Girard R. Visconti, Esq. (#0566)
Jessica L. Papazian-Ross, Esq. (#3905)
Visconti & Boren Ltd.
55 Dorrance Street
Providence, RI 02903
(401) 331-3800 Telephone
(401) 421-9302 Facsimile